



**REQUEST FOR SEALED PROPOSAL
CITY OF MARTINSVILLE, VA
AUTOMATED TRASH RAKE SYSTEM
MARCH 2, 2016**

Sealed proposals will be received by **2:00 p.m. on Wednesday, March 23, 2016**, by the City of Martinsville Electric Department, to contract with a firm to provide an Automated Trash Rake System at the City's Hydro Plant. The Hydro Plant is located on Route 220S, 18200 Greensboro Hwy, in Martinsville, Va. 24112. Proposals will be received in the office of Karen Mays, Purchasing Agent, Central Warehouse, 990 Fishel Street in Martinsville, Va. 24112-3248. Proposals may be hand delivered, mailed or sent by FedEx or UPS to the Fishel Street address. Proposals also may be mailed to the City of Martinsville, Purchasing Department, P. O. Box 1112, Martinsville, Va. 24114-1112. Place "Trash Rake System" and the due date at the lower left hand corner of the envelope.

For a **Job Site Inspection**, please contact Jimmy Blankenship or Tim Agee at the phone numbers below and for directions to the Hydro Plant.

SCOPE OF WORK:

The City of Martinsville would like to replace our existing Manual Trash Rake System at our Hydro Generation Plant with an Automated Trash Rake System. The existing Trash Rake clears any debris that floats down the river and blocks the inlet for the Power House. The leaves and brush can be quite heavy at times especially during high water levels and in the Fall. There are two screened Head Gates for the Inlet to the Power House that are 15 ft. across and 16 ft. in length. The current Trash Rake travels 37 ft. to discard the debris. The rake in service has teeth that penetrate the grates to keep the inlet clear. We have Siemens controls that we would like to integrate into the automation of the Trash Rake. The successful vendor must furnish all material, equipment, and labor for the complete installation of this new automated trash rake system. The City has installed conduit near the equipment to be automated. **Photos and drawings are included with this proposal.** The City will be responsible for the removal and disposal of the existing trash rake. Please contact Jimmy Blankenship at jblankenship@ci.martinsville.va.us or by cell phone at 276-252-7672 to schedule an on-site inspection of the job site. If Jimmy is not available, please contact Tim Agee at tagee@ci.martinsville.va.us or by cell phone at 276-806-3060.

Give detailed information as to how your firm will provide an automated trash rake system at our Hydro Plant.

This project will be evaluated based on the following Selection Criteria:

- 1. Ability to provide the Scope of Work, as described.**
- 2. Price/s to furnish all materials, equipment and labor for the complete installation of a new automated system. Quote a turnkey project amount. Please provide a separate price for materials and equipment, and a price for labor. Option – quote a system that will be manual and automated.**
- 3. Installation Date. Give details as to when installation will begin and end.**
- 4. Payment Terms. Preference may be given to vendor with Net 30 day terms.**
- 5. Qualifications and Experience of Vendor submitting the proposal.**
- 6. Warranty. Please give details.**

Please complete and return page 4 with your submittals.

PERFORMANCE & PAYMENT BONDS

The successful bidder will be required to provide a performance and payment bond in the amount of one hundred percent (100%) of the contract amount.

SCHEDULE

It is the City's preference that this project be completed by June 30, 2016. The City's new year begins on July 1, 2016. If necessary, the City will work with the successful vendor to continue this project beyond July 1, 2016.

NOTICE

This is a turnkey project, without the help or assistance from City employees.

OPTION

As an option, you may quote an Automated and Manual Trash Rake System in one. The City has the right to determine what is best suited for our needs.

INCURRING COSTS

The City of Martinsville is not liable for any costs incurred by contractors prior to issuance of a contract.

A. IMMIGRANT REFORM AND CONTROL ACT OF 1986

By signing its SOQ, the offeror certifies that it does not and will not during the performance of this contract violate the provisions of Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

PROPOSAL PREPARATION & SUBMISSION

B. SUBMITTAL

Local, minority – owned, and female – owned firms are encouraged to respond. The City of Martinsville is an Equal Opportunity Employer. Proposals from minority, female, and local firms are invited. All responding firms / individuals shall comply with Executive Order 11246.

It is the responsibility of the offeror to ensure that their proposals reach the appropriate office prior to the close time on the proposal. Responses received after the date and time of closing will be considered non-responsive. Proposals will not be accepted via fax machine or internet e-mail.

Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content. To assist in the evaluation process, offerors should limit their responses to 50 typed pages, font size shall be no smaller than 10.

The offeror shall be fully responsible for all costs incurred in the development and submission of the proposal.

If you desire not to respond to this proposal, please forward your acknowledgement of NO PROPOSAL SUBMITTED to the above address.

The City of Martinsville may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359D, Code of Virginia). The procurement of these services shall be in accordance with the Virginia Public Procurement Act and the City's Purchasing Manual.

Proposal shall provide a list of at least 3 references where similar services have been provided. Each reference shall include the name of the organization, mailing address, the name of the contact person and email address.

ORGANIZATION/ADDRESS/CONTACT PERSON/EMAIL ADDRESS

1. _____
2. _____
3. _____

Signature Sheet

Automated Trash Rake RFP

My signature certifies that the proposal as submitted complies with the Scope of Work and General Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to this proposal by all conditions of the proposal and certify that I am authorizing to sign this proposal.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

If there are any parts of the terms and conditions that your company cannot meet, please indicate which ones on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ **Telephone Number:** _____

Email Address _____

GENERAL TERMS/ CONDITIONS

C. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this non-discrimination clause.
2. The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional non-discrimination clause.
3. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.
4. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
5. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
6. The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law.

D. DRUG FREE WORK PLACE

During the performance of this contract, the contractor agrees to:

1. Provide a drug-free workplace for the contractor's employees
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of or over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

“Drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

E. INSURANCE

The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City of Martinsville; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

Comprehensive General Liability Insurance: The Contractor shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the City of Martinsville and its offices, agents and employees, and any Subcontractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of \$1,000,000 per occurrence on bodily injury and property damage and \$1,000,000 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive
Premises – Operation

**Products/Completed Operations Hazard
Contractual Insurance
Underground Hazard
Explosion & Collapse Hazard
Independent Contractor and Subcontractor
Broad Form Property Damage
Personal Injury
Builders Risk**

Automobile liability insurance minimum combined single limits of \$1,000,000 for any one person and subject to the same limit for each person, \$1,000,000 on account of any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

**Owned Vehicles
Non-owned Vehicles
Hired Vehicles**

Umbrella Policy. At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of \$3,000,000.00.

All policies shall name the City of Martinsville, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Purchasing Agent.

Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Purchasing Agent.

F. OBSERVANCE OF LAWS

The Contractor at all times shall observe and comply with all Federal, State and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work materials, employees or contract.

G. PERFORMANCE

In case of default by the Contractor, the City of Martinsville may procure the services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

H. PERMITS

The Contractor shall, at his own expense, secure any business or professional licenses, permits or fees required by the City of Martinsville, Commonwealth of Virginia or any other requesting agency having jurisdiction. Contact the Commissioner of Revenue's Office at 276-403-5131 for details and instructions.

I. SUBCONTRACTS

No proposed subcontractor shall be disapproved by the City of Martinsville except for cause.

The Contractor shall be as fully responsible to the City of Martinsville for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced in this Contract.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City.

J. WORK CHANGES

The City of Martinsville without invalidating the contract, and without notice to any surety, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, providing the total amount added or eliminated does not exceed twenty-five percent (25%) of the total contract price, or \$10,000, whichever is greater. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.

The cost or credit to the City resulting from a change in the work shall be determined by unit prices subsequently agreed upon or by mutual acceptance of a lump sum properly itemized, or on the basis of cost of Work plus a Contractors Fee for overhead and profit as determined below.

Should concealed conditions encountered in the performance of the work below the surface of the ground or hidden in existing structures be at variance with the conditions indicated by the contract documents, the contract price may be equitably adjusted by change order upon claim by either party and approval of the other party, made within either party and

approval of the other party, made within twenty (20) days after the first observance of the conditions.

The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of this contract, and equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; or unless the Project Manager grants a further period of time before the date of final payment under the contract.

K. ETHICS IN PUBLIC CONTRACTING

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this City. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

L. HOLD HARMLESS CLAUSE

The Contractor shall, during the term of the contract, indemnify, defend, and hold harmless the City, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

M. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

City of Martinsville government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, City of Martinsville, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

N. TERMINATION

Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City until said work or services are completed and accepted.

1. **Termination for Convenience** - In the event that this contract is terminated or canceled upon request and for the convenience of the City, without the required thirty- (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
2. **Termination for Cause** - Termination by the City for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived in the event of Termination for Cause.
3. **Termination Due to Non-Appropriation of Funds in Succeeding Fiscal Years** - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

O. RECORD RETENTION; AUDITS

The contractor shall retain, during the performance of the contract and from the completion of the contract, all records, including computerized records, pertaining to the contractor's proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; contract amendments; insurance documents; memoranda; and correspondence. Such

records shall be available on demand and without advance notice during normal working hours.

The City may perform in-progress and post-contract audits of the contractor's records as a result of a contract awarded pursuant to this RFP. Such records shall be available on demand and without notice during normal working hours.

P. ASSIGNMENT OF CONTRACT

The successful offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

Q. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Martinsville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the City of Martinsville, relating to the particular goods or services purchased or acquired by the City of Martinsville under said contract.

R. QUALIFICATIONS OF OFFERORS

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

S. NONDISCRIMINATION OF CONTRACTORS

A proposal, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the proposal or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

T. PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this solicitation shall be valid for (30) days. At the end of the (30) days, the proposal may be withdrawn at the written request of the proposer. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

U. PIGGY BACK CLAUSE

According to the State of Virginia Public Procurement Act, any other state, local or government agency may use this bid as a basis for procuring such items.

V. CLEANUP

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery, and surplus materials.

If the Contractor fails to clean up at the completion of the work, the City of Martinsville may do so and the cost thereof shall be charged to the Contractor.

W. BUDGET

This project is contingent upon funds being available. Therefore, budget is a major factor and the project is not a guarantee.